

VIP Program

The Goodyear Card

INFORMATION ABOUT YOURSELF

First Name		Middle Initial		Last Name	
Current Address			City		State
					Zip Code
Home Phone		Social Security Number		Date of Birth	
Employer Name		Employer Phone		Home Owner <input type="checkbox"/> Yes <input type="checkbox"/> No	
				If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.	

PLEASE SIGN BELOW

By signing below, I certify that I have read and agree to the IMPORTANT INFORMATION and INITIAL DISCLOSURE STATEMENT attached. I also agree to be bound by the terms and conditions of the Citibank Card Agreement that will be sent with my card if credit is granted and I grant a security interest in the goods I purchase on my Account.

APPLICANT'S SIGNATURE

DATE _____

OPTIONAL PAYMENT AID™

Enroll me in the optional PaymentAid program. By signing below, I certify that I have read the PaymentAid Disclosure Statement on the reverse side [or the attached] and I want to purchase PaymentAid. I authorize the monthly fee of \$0.87 per \$100 of the outstanding balance (New Balance) to be billed to my account. I may cancel at any time; enrollment is not required to obtain credit.

☐ Yes! Please enroll me in optional PaymentAid™.

Signature/Initials

Date
PA

STORE USE ONLY: Identification requires a valid driver's license and/or photo ID.

Store Number 98769	Employee Name & Number	Sale Amount	Auth Code
Driver's License #/ID # / State of Issuance	ID #2. Indicate Type	<input type="checkbox"/>	Does not qualify for immediate credit decision
Account Number/ Pending Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Report Code	<input type="text"/> <input type="text"/>

If you would like additional cards assigned to this account, please call us at 1-800-767-0291
Product # 70050156179401

VIP Goodyear Pad App. 68205-401VIP 01/02

IMPORTANT INFORMATION

Annual percentage rate (APR) for purchases	22.36%
Other APRs	Cash advance APR: 22.36% Default rate: 24.40%. See explanation below.*
Variable rate information	Your APRs may vary. The rate for purchases is determined monthly by adding 14.46% to the Prime Rate, but such purchase rate will never be lower than 22.36%. The rate for cash advances is determined monthly by adding 14.46% to the Prime Rate, but such cash advance rate will never be lower than 22.36%. The default rate is determined monthly by adding 16.46% to the Prime Rate, but such default rate will never be lower than 24.40%. Currently the purchase, cash advance and default rate annual percentage rates disclosed above may only increase based on our variable rate calculation. See explanation below.**
Grace period for repayment of the balance for purchases	25 days if you pay your balance in full by the due date.
Method of computing the balance for purchases	Two-cycle average daily balance method (including new purchases).
Annual fees	None
Minimum finance charge	50 cents
Transaction fee for cash advances: 3% of the amount of each cash advance, but not less than \$3.00.	
Late fee: \$25.00	

* Your purchase and cash advance APR will increase to the default rate if your Account becomes 30 days or more past due, or is permanently closed because of default.

** The Prime Rate used to determine your APR is the highest U.S. Prime Rate (rounded to the next higher 1/10%) published in the "Money Rates" section of *The Wall Street Journal* within the 90 calendar days prior to, but not including, the first day of each billing period.

ALL ACCOUNT TERMS AND CHARGES DISCLOSED HEREIN ARE ACCURATE AS OF JANUARY 15, 2002, BUT ARE SUBJECT TO CHANGE. TO FIND OUT WHAT MAY HAVE CHANGED AFTER THE PRINTING DATE OF JANUARY 15, 2002, WRITE TO P. O. BOX 7003, SIOUX FALLS, SD 57117-7003.

- The Goodyear Credit Card is issued by Citibank USA, N.A.
- This account is only for personal, family and household purposes. It is not for business or commercial purposes.
- You must be at least 18 years or older. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit that we set, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant. The applicant, if married, may apply for a separate account.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- We will share information contained in your application and information about you and your account with the retailer for whom this card is issued, its dealers and their affiliates for any business purpose.
- The Citibank Card Agreement ("Agreement") will be sent with your card(s). The Agreement provides that, with limited exceptions, all disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. The Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used it or authorized use of your account. We may change the Agreement at any time.
- You may cancel your Account at any time by paying your outstanding balance (including all applicable interest and fees) and returning the card to us.

INITIAL DISCLOSURE STATEMENT

This Initial Disclosure Statement is part of the Citibank Card Agreement ("Agreement") that you will receive with your card if you are approved for credit. Please read it and keep it for your records. The Agreement provides that, with limited exceptions, all disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Please read the "Arbitration" section of the Agreement carefully.

To simplify the rest of this Statement for you, the following definitions will apply throughout. The words *you*, *your* and *yours* mean the borrowers; *we* and *us* and *our* refer to Citibank USA, N.A.; *Account* means the revolving credit Account governed by the Agreement; *Card* means the Goodyear Credit Card issued to you that can be used to make purchases from Goodyear and other authorized Goodyear locations.

You agree to comply with and be bound by the terms of the Agreement when you use your Account. If this is a joint Account, each of you is fully responsible and separately liable for the entire Account balance.

PROMISE TO PAY. You promise to pay us all of the amounts borrowed (including amounts borrowed by any person you have authorized to use your Account) plus any finance charge, fees, adjustments or other charges which may be due according to the terms of the Agreement. We can accept late payments, partial payments or checks and money orders marked with words of condition or limitation, such as "payment in full", without losing any of our rights under the Agreement.

FINANCE CHARGE. Purchases: You can avoid paying finance charges on any purchase you make on your Account if: you paid the entire balance of your Account on the previous month's billing statement by the payment due date; and if you pay the entire balance shown on your Account by the payment due date shown on the current billing statement.

CURRENT BILLING PERIOD. You will pay a daily periodic rate on the daily balance for purchases and the daily balance for cash advances on your Account each day for the current billing period. The total periodic finance charge for each billing period is the sum of the daily periodic rate charges on the daily balance for purchases and on the daily balance for cash advances for each day in the billing period. The daily periodic rate used in determining the periodic finance charge will be a variable rate, which may change monthly. The daily periodic rate during each billing period will be 1/365th of the sum of an Index plus a Margin. The Index will be the highest U.S. Prime Rate (rounded to the next higher tenth of a percent) published in the "Money Rates" section of *The Wall Street Journal* within the 90 calendar days prior to, but not including, the first day of each billing period. The Margin for purchases will be 14.46% and will be added to the Index, but such purchase rate will never be lower than 22.36%. The purchase rate on your Account as of January 15, 2002, will be a daily periodic rate of .06126% (22.36% **ANNUAL PERCENTAGE RATE**). An increase in the Prime Rate may increase the applicable daily periodic rate, which may increase the minimum payment due on your Account. However, if you pay the full amount of the New Balance each month by the due date, no finance charge will be charged on purchases. For any cash advance obtained through an ATM or by means of a convenience check, or for any other transaction that we consider a cash advance under this Agreement, you will pay as a **FINANCE CHARGE** a transaction fee equal to the greater of \$3.00 or 3% of the amount of the cash advance. The Margin for cash advances will be 14.46% and will be added to the Index, but such cash advance rate will never be lower than 22.36%. The cash advance rate on your Account as of January 15, 2002, will be a daily periodic rate of .06126% (22.36% **ANNUAL PERCENTAGE RATE**). You will pay a minimum periodic **FINANCE CHARGE** of \$.50 for each billing period during which any finance charge accrues on your Account as a result of application of the daily periodic rate. The daily periodic rates stated herein will also be charged after any default under the terms of this Agreement. Your Account will have a different periodic rate of finance charge if it becomes 30 days or more past due, or is permanently closed because of default. In each event, the Margin for purchases and cash advances will increase to 16.46% and will be added to the Index, but such default rate will never be lower than 24.40%. The default rate on your Account as of January 15, 2002, will be a

daily periodic rate of .06685% (24.40% **ANNUAL PERCENTAGE RATE**). If you pay the full amount of your minimum payment due on time for twelve consecutive months (making payments in excess of the minimum payment due will not shorten this period) or you pay off the entire balance, the Margin for purchases and cash advances will be returned to 14.46%. Currently, the purchase, cash advance and default rate annual percentage rates disclosed above may only increase based on our variable rate calculation.

DAILY BALANCES. To get the daily balance for purchases and cash advances for each day, we take the beginning balance for purchases and cash advances on your Account each day, including any accrued but unpaid finance charges and other fees, add any new purchases (including amounts advanced for authorized credit insurance premiums) to the daily balance for purchases, cash advances to the daily balance for cash advances, or debit adjustments, and subtract any payments, credits or credit adjustments. Daily periodic finance charges will be rounded to the nearest cent. Purchases and cash advances are posted to your Account as of the day the transaction occurs unless we receive the record of the transaction after the close of the billing period in which it occurs, then it will be posted to your Account on the first day of the next billing period. However, if you pay the New Balance shown on your previous billing statement in full on or before the payment due date shown on that billing statement, purchases will not be included in the daily balance for purchases.

PREVIOUS BILLING PERIOD. You will pay a daily periodic rate on the daily balances for purchases posted to your Account in the previous billing period unless finance charges were already imposed on those purchases or you paid your entire balance by the payment due date. To compute these charges we use the same method that we use for the current billing period except that the daily periodic rate is applied to the daily balances for the previous billing period.

LATE FEE. We will charge you a late fee of \$25.00 if you fail to make a required payment by the payment due date as set forth on your billing statement in any month. We will post the late fee to the revolving credit plan. However, we reserve the right to include the late fee in credit plans subject to a higher annual percentage rate.

BAD CHECK CHARGE. You agree to pay a charge if a check given as payment to us is returned or a convenience check you have written on your Account is not honored by us. The amount of the charge is \$25.00.

STOP PAYMENT. You agree to pay a fee of \$25.00 if you request us to stop payment on a convenience check you have written.

RESEARCH FEE. We may charge you a Research Fee of \$5.00 per page for each copy of a billing statement or sales slip that you request, to the extent that such Research Fee is not prohibited by state or local law. However, we will not charge a fee if you request copies in connection with a billing error. We will post the Research Fee to the Revolving Credit Plan or the Special Credit Plan, as we determine in our discretion. We reserve the right to include the Research Fee in credit plans subject to a higher Annual Percentage Rate.

GOVERNING LAW. The Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota and applicable federal law.

SECURITY INTEREST. You hereby grant to us, and we are retaining, a purchase money security interest, under the Uniform Commercial Code, in the merchandise you purchase (the "Merchandise") using your Account until such merchandise is paid for in full. You agree to assist us in executing any documents that are required to perfect our security interest. If you default on your Account, we may repossess any Merchandise which has not been paid for in full. Maine, Kansas and Maryland Residents - We are not taking a security interest in goods with a purchase price of greater than \$3000 (\$2000 in Maine) unless a UCC-1 Financing Statement is completed at the time of purchase. Missouri Residents - We are not taking a security interest in goods with a purchase price of less than \$150. New York Residents - We are not taking a security interest in goods with a purchase price of less than \$200 and our security interest in any single item of Merchandise will end 5 years after the date of purchase. North Carolina Residents - We

are not taking a security interest in goods.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address shown on your billing statement across from "Send Notice of Billing Errors to:" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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PaymentAid™ DISCLOSURE STATEMENT

Limitations and Exclusions

PaymentAid is not insurance. Subject to the limitations and exclusions below and as fully detailed in the amendment to your Credit Card agreement, **PaymentAid** cancels the Minimum Payment Due, as reflected on your account billing statement,, excluding past due amount, amounts exceeding the credit limit and fees due under your Credit Card Agreement, and credits this amount to your account in the event of disability, involuntary unemployment, or unpaid family leave of absence. **PaymentAid** is not available to residents in Alabama or Mississippi, or persons residing outside of the United States of America.

ELIGIBILITY: You must be the primary cardmember and over the age of 18. When activated, an amendment to your cardmember agreement will be mailed to you having an effective date and a full explanation of the program. For disability, involuntary unemployment and family leave, you must be gainfully employed working at least 30 hours a week, or 15 hours a week for full-time college students, in employment considered to be permanent, and not self-employed or employed by a member of your family, for at least 90 consecutive days before the date of loss and after the date of a prior debt cancellation. You will continue to be charged for **PaymentAid** during any debt cancellation for involuntary unemployment, disability or unpaid family leave of absence.

Death - PaymentAid cancels your balance on your account as of the date of death, up to \$10,000. No cancellation will be provided for suicide within 2 years of the date of enrollment.

Involuntary Unemployment - After 30 consecutive days of involuntary unemployment, **PaymentAid** will cancel your Minimum Payment Due. Your Minimum Payment Due will be forgiven from the first day of involuntary unemployment until: (a) 12 monthly payments have been forgiven; (b) you return to work; (c) a maximum amount of \$10,000 has been forgiven; or (d) the account balance is paid off, whichever occurs first. The involuntary unemployment feature is not provided for retirement, resignation, disability, voluntary forfeiture of income, or job loss because of willful or criminal misconduct. If you are eligible to have monthly payments cancelled under the disability feature of **PaymentAid**, you will not be eligible to have monthly payments cancelled under the involuntary unemployment feature.

Disability - After 14 consecutive days of total disability, **PaymentAid** will cancel your Minimum Payment Due from the first day of total disability until: (a) 24 monthly payments have been forgiven; (b) you are no longer disabled; (c) a maximum amount of \$10,000 has been forgiven; or (d) the account balance is paid off, whichever occurs first. During the first 24 months of total disability, you are considered totally disabled if you are unable to perform the duties of your own occupation. The disability feature does not cover conditions resulting from: (1) intentionally self-inflicted injuries; (2) normal pregnancy; or (3) childbirth. The disability feature will not cover a condition requiring medical diagnosis or treatment in the six months before the enrollment date and which causes disability in the first six months after the enrollment date. Total Disability - Subject to (c), stated above, after 24 consecutive monthly payments have been forgiven, if you are unable to perform the duties of any occupation for which you are suited by education or training, we will cancel the remainder of your balance as of the date you became totally disabled up to a total cancellation of \$10,000 for the entire disability.

Family Leave - After 30 consecutive days of unpaid family leave, **PaymentAid** will cancel your Minimum Payment Due. Your Minimum Payment Due will be forgiven from the first day of unpaid family leave and will continue until: (a) 9 consecutive monthly payments have been made; (b) you return to work; (c) a maximum amount of \$10,000 has been forgiven; or (d) the account balance is paid off, whichever occurs first. Your unpaid family leave of absence must be in accordance with the requirements of the Family Leave Act.

COST: \$0.87 per \$100 of the new balance as of the billing date. When there is no balance, there is no fee.

(12/01)